

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS  
EASTERN DIVISION**

Dona K. Menutole,

Plaintiff,

v.

Bank of America Corporation; Trans Union,  
LLC; Equifax Information Services, LLC;  
Experian Information Solutions, Inc.;  
John Doe; and John Doe Corporation,

Defendants.

CASE NO. 1:09-CV-11834-DPW

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**DEFENDANT EXPERIAN INFORMATION SOLUTIONS, INC.'S  
ANSWER AND AFFIRMATIVE DEFENSES TO COMPLAINT**

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*Attorneys for Defendant  
Experian Information Solutions, Inc.*

NOW COMES defendant Experian Information Solutions, Inc. (“Experian”), by its undersigned counsel, and in answer to the Complaint, states as follows:

**I. JURISDICTION**

1. Without conceding whether Plaintiff states any viable claim for relief, Experian admits that Plaintiff’s complaint purports to seek damages pursuant to the Fair Credit Reporting Act and under Massachusetts General Law. The Fair Credit Reporting Act and the Massachusetts General Law speak for themselves and, on that basis, Experian denies any allegations of paragraph 1 inconsistent therewith. Experian admits that Plaintiff has alleged jurisdiction based on the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.*

**II. Parties**

2. Experian states that Plaintiff’s status as a “consumer” is a legal conclusion, which is not subject to denial or admission. Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 2 and, on that basis, denies, generally and specifically, each and every remaining allegation contained therein.

3. In response to paragraph 3 of the Complaint, Experian is without knowledge to admit or deny Plaintiff’s allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 3. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

4. In response to paragraph 4 of the Complaint, Experian admits that it is a consumer reporting agency as defined in the FCRA, 15 U.S.C. § 1681a(f). In response to the remaining allegations in paragraph 4, Experian is without knowledge to admit or deny Plaintiff’s allegations as to the other Defendants, and, on that basis, Experian denies every remaining allegation in paragraph 4. To the extent that Plaintiff makes any other allegation against Experian in this paragraph, Experian denies the allegation.

### **III. Facts**

5. In response to paragraph 5 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein. Moreover, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 5.

6. In response to paragraph 6 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

7. In response to paragraph 7 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

8. In response to paragraph 8 of the Complaint, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 8. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

9. In response to paragraph 9 of the Complaint, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every remaining allegation in paragraph 9. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

**IV. Facts Relating to Experian**

10. In response to paragraph 10 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

11. In response to paragraph 11 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

12. In response to paragraph 12 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

**V. Facts Relating to Trans Union**

13. Experian states that paragraph 13 of the Complaint contains allegations relating exclusively to persons other than Experian and, therefore, no response from Experian should be required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

14. Experian states that paragraph 14 of the Complaint contains allegations relating exclusively to persons other than Experian and, therefore, no response from Experian should be required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

15. Experian states that paragraph 15 of the Complaint contains allegations relating exclusively to persons other than Experian and, therefore, no response from Experian should be required. To the extent that a response is required, Experian is without knowledge or information

sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

16. Experian states that paragraph 16 of the Complaint contains allegations relating exclusively to persons other than Experian and, therefore, no response from Experian should be required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

17. Experian states that paragraph 17 of the Complaint contains allegations relating exclusively to persons other than Experian and, therefore, no response from Experian should be required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

## **VI. Facts Relating to Equifax**

18. Experian states that paragraph 18 of the Complaint contains allegations relating exclusively to persons other than Experian and, therefore, no response from Experian should be required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

19. Experian states that paragraph 19 of the Complaint contains allegations relating exclusively to persons other than Experian and, therefore, no response from Experian should be required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

20. Experian states that paragraph 20 of the Complaint contains allegations relating exclusively to persons other than Experian and, therefore, no response from Experian should be required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

## **VII. Facts Relating to Bank of America**

21. Experian states that paragraph 21 of the Complaint contains allegations relating exclusively to persons other than Experian and, therefore, no response from Experian should be required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

22. Experian states that paragraph 22 of the Complaint contains allegations relating exclusively to persons other than Experian and, therefore, no response from Experian should be required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

23. Experian states that paragraph 23 of the Complaint contains allegations relating exclusively to persons other than Experian and, therefore, no response from Experian should be required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

24. Experian states that paragraph 24 of the Complaint contains allegations relating exclusively to persons other than Experian and, therefore, no response from Experian should be required. Moreover, Experian states that paragraph 24 contains legal conclusions to which no

response from Experian should be required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

25. Experian states that paragraph 25 of the Complaint contains allegations relating exclusively to persons other than Experian and, therefore, no response from Experian should be required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

26. Experian states that paragraph 26 of the Complaint contains allegations relating exclusively to persons other than Experian and, therefore, no response from Experian should be required. Moreover, Experian states that paragraph 26 contains legal conclusions to which no response from Experian should be required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

27. Experian states that paragraph 27 of the Complaint contains allegations relating exclusively to persons other than Experian and, therefore, no response from Experian should be required. Moreover, Experian states that paragraph 27 contains legal conclusions to which no response from Experian should be required. To the extent that a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

**VIII. First Claim for Relief**  
**(Negligent Compliance with FCRA – Against Trans Union, Equifax and Experian)**

28. In response to paragraph 28, Experian incorporates its responses to paragraphs 1 through 27 as if set forth fully herein.

29. Experian states that paragraph 29 of the Complaint contains legal conclusions to which no response from Experian should be required. To the extent that a response is required, and to the extent that Plaintiff makes an allegation against Experian in paragraph 29, Experian denies each and every such allegation in this paragraph. To the extent that Plaintiff makes allegations relating to persons other than Experian, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other persons, and, on that basis, Experian denies, generally and specifically, each and every remaining allegation contained therein.

30. Experian states that paragraph 30 of the Complaint contains legal conclusions to which no response from Experian should be required. To the extent that a response is required, and to the extent that Plaintiff makes an allegation against Experian in paragraph 30, Experian denies each and every such allegation in this paragraph. To the extent that Plaintiff makes allegations relating to persons other than Experian, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other persons, and, on that basis, Experian denies, generally and specifically, each and every remaining allegation contained therein.

31. Experian denies that Plaintiff is entitled to any relief, compensatory, punitive, or otherwise, against Experian.

**IX. Second Claim for Relief**  
**(Willful Noncompliance with FCRA – Against Trans Union, Equifax and Experian)**

32. In response to paragraph 32, Experian incorporates its responses to paragraphs 1 through 31 as if set forth fully herein.



33. Experian states that paragraph 33 of the Complaint contains legal conclusions to which no response from Experian should be required. To the extent that a response is required, and to the extent that Plaintiff makes an allegation against Experian in paragraph 33, Experian denies each and every such allegation in this paragraph. To the extent that Plaintiff makes allegations relating to persons other than Experian, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other persons, and, on that basis, Experian denies, generally and specifically, each and every remaining allegation contained therein.

34. Experian states that paragraph 34 of the Complaint contains legal conclusions to which no response from Experian should be required. To the extent that a response is required, and to the extent that Plaintiff makes an allegation against Experian in paragraph 34, Experian denies each and every such allegation in this paragraph. To the extent that Plaintiff makes allegations relating to persons other than Experian, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other persons, and, on that basis, Experian denies, generally and specifically, each and every remaining allegation contained therein.

35. Experian denies that Plaintiff is entitled to any relief, compensatory, punitive, or otherwise, against Experian.

**X. Third Claim for Relief  
(Negligent Noncompliance with FCRA-Bank of America)**

36. In response to paragraph 36, Experian incorporates its responses to paragraphs 1 through 35 as if set forth fully herein.

37. In response to paragraph 37, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 37. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

38. In response to paragraph 38, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 38. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

39. In response to paragraph 39, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 39. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies that Plaintiff is entitled to any relief, compensatory, punitive, or otherwise, against Experian.

**XI. Fourth Claim for Relief  
(Willful Noncompliance with FCRA-Bank of America)**

40. In response to paragraph 40, Experian incorporates its responses to paragraphs 1 through 39 as if set forth fully herein.

41. In response to paragraph 41, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 41. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

42. In response to paragraph 42, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 42. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

43. In response to paragraph 43, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 43. To the extent that Plaintiff makes any allegation against Experian in

this paragraph, Experian denies that Plaintiff is entitled to any relief, compensatory, punitive, or otherwise, against Experian.

**XII. Fifth Claim for Relief  
(Against Bank of America)**

44. In response to paragraph 44, Experian incorporates its responses to paragraphs 1 through 43 as if set forth fully herein.

45. In response to paragraph 45, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 45. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

46. In response to paragraph 46, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 46. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

47. In response to paragraph 47, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 47. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

48. In response to paragraph 48, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 48. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

49. In response to paragraph 49, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every

allegation in paragraph 49. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

50. In response to paragraph 50, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 50. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

51. In response to paragraph 51, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 51. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

52. In response to paragraph 52, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 52. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

53. In response to paragraph 53, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 53. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

**XIII. Sixth Claim for Relief  
(Against Equifax, Experian and Trans Union)**

54. In response to paragraph 54, Experian incorporates its responses to paragraphs 1 through 53 as if set forth fully herein.

55. Experian states that paragraph 55 of the Complaint contains legal conclusions to which no response from Experian should be required. To the extent that a response is required,

and to the extent that Plaintiff makes an allegation against Experian in paragraph 55, Experian denies each and every such allegation in this paragraph. To the extent that Plaintiff makes allegations relating to persons other than Experian, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other persons, and, on that basis, Experian denies, generally and specifically, each and every remaining allegation contained therein.

56. In response to paragraph 56 of the Complaint, Experian is without knowledge to admit or deny Plaintiff's allegations, and, on that basis, Experian denies, generally and specifically, each and every remaining allegation contained therein. To the extent that Plaintiff makes allegations relating to persons other than Experian, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other persons, and, on that basis, Experian denies, generally and specifically, each and every remaining allegation contained therein.

57. Experian states that paragraph 57 of the Complaint contains legal conclusions to which no response from Experian should be required. To the extent that a response is required, and to the extent that Plaintiff makes an allegation against Experian in paragraph 57, Experian denies each and every such allegation in this paragraph. To the extent that Plaintiff makes allegations relating to persons other than Experian, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other persons, and, on that basis, Experian denies, generally and specifically, each and every remaining allegation contained therein.

58. Experian states that paragraph 58 of the Complaint contains legal conclusions to which no response from Experian should be required. To the extent that a response is required, and to the extent that Plaintiff makes an allegation against Experian in paragraph 58, Experian denies each and every such allegation in this paragraph. To the extent that Plaintiff makes allegations relating to persons other than Experian, Experian is without knowledge to admit or

deny Plaintiff's allegations as to the other persons, and, on that basis, Experian denies, generally and specifically, each and every remaining allegation contained therein. Moreover, Experian denies that Plaintiff is entitled to any relief, compensatory, punitive, or otherwise, against Experian.

**XIV. Seventh Claim for Relief  
(Against Equifax, Experian and Trans Union)**

59. In response to paragraph 59, Experian incorporates its responses to paragraphs 1 through 58 as if set forth fully herein.

60. Experian states that paragraph 60 of the Complaint contains legal conclusions to which no response from Experian should be required. To the extent that a response is required, and to the extent that Plaintiff makes an allegation against Experian in paragraph 60, Experian denies each and every such allegation in this paragraph. To the extent that Plaintiff makes allegations relating to persons other than Experian, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other persons, and, on that basis, Experian denies, generally and specifically, each and every remaining allegation contained therein.

61. In response to paragraph 61 of the Complaint, Experian is without knowledge to admit or deny Plaintiff's allegations, and, on that basis, Experian denies, generally and specifically, each and every remaining allegation contained therein. To the extent that Plaintiff makes allegations relating to persons other than Experian, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other persons, and, on that basis, Experian denies, generally and specifically, each and every remaining allegation contained therein.

62. Experian states that paragraph 62 of the Complaint contains legal conclusions to which no response from Experian should be required. To the extent that a response is required, and to the extent that Plaintiff makes an allegation against Experian in paragraph 62, Experian

denies each and every such allegation in this paragraph. To the extent that Plaintiff makes allegations relating to persons other than Experian, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other persons, and, on that basis, Experian denies, generally and specifically, each and every remaining allegation contained therein.

63. Experian states that paragraph 63 of the Complaint contains legal conclusions to which no response from Experian should be required. To the extent that a response is required, and to the extent that Plaintiff makes an allegation against Experian in paragraph 63, Experian denies each and every such allegation in this paragraph. To the extent that Plaintiff makes allegations relating to persons other than Experian, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other persons, and, on that basis, Experian denies, generally and specifically, each and every remaining allegation contained therein. Moreover, Experian denies that Plaintiff is entitled to any relief, compensatory, punitive, or otherwise, against Experian.

**XV. Eight Claim for Relief  
(Defamation Against Bank of America)**

64. In response to paragraph 64, Experian incorporates its responses to paragraphs 1 through 63 as if set forth fully herein.

65. In response to paragraph 65, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 65. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

66. In response to paragraph 66, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every

allegation in paragraph 66. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

67. In response to paragraph 67, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 67. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

68. In response to paragraph 68, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 68. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies that Plaintiff is entitled to any relief, compensatory, punitive, or otherwise, against Experian.

**XVI. Ninth Claim for Relief  
(Willful Violation of Federal Fair Credit Billing Act - Against Bank of America)**

69. In response to paragraph 69, Experian incorporates its responses to paragraphs 1 through 68 as if set forth fully herein.

70. In response to paragraph 70, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 70. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

71. In response to paragraph 71, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 71. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies that Plaintiff is entitled to any relief, compensatory, punitive, or otherwise, against Experian.



**XVII. Tenth Claim for Relief  
(Violation of Fair Debt Collection Act - Against Bank of America, John Doe and  
John Doe Corporation)**

72. In response to paragraph 72, Experian incorporates its responses to paragraphs 1 through 71 as if set forth fully herein.

73. In response to paragraph 73, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 73. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

74. In response to paragraph 74, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 74. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

75. In response to paragraph 75, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 75. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

76. In response to paragraph 76, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 76. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

77. In response to paragraph 77, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 77. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

78. In response to paragraph 78, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 78. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

**XVIII. Eleventh Claim for Relief  
(Violation of Massachusetts General Law 93A(9) – Against Bank of America, John Doe and John Doe Corporation)**

79. In response to paragraph 79, Experian incorporates its responses to paragraphs 1 through 78 as if set forth fully herein.

80. In response to paragraph 80, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 80. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

81. In response to paragraph 81, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 81. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies the allegation.

82. In response to paragraph 82, Experian is without knowledge to admit or deny Plaintiff's allegations as to the other Defendants, and, on that basis, Experian denies every allegation in paragraph 82. To the extent that Plaintiff makes any allegation against Experian in this paragraph, Experian denies that Plaintiff is entitled to any relief, compensatory, punitive, or otherwise, against Experian.

In response to Plaintiff's "Prayer" provision, Experian denies that Plaintiff is entitled to any relief, compensatory, punitive, or otherwise, against Experian.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**  
**(FAILURE TO STATE A CLAIM)**

The Complaint herein, and each cause of action thereof, fails to set forth facts sufficient to state a claim upon which relief may be granted against Experian and further fails to state facts sufficient to entitle Plaintiff to the relief sought, or to any other relief whatsoever from Experian.

**SECOND AFFIRMATIVE DEFENSE**  
**(IMMUNITY)**

All claims against Experian are barred by the qualified immunity of 15 U.S.C. § 1681h(e).

**THIRD AFFIRMATIVE DEFENSE**  
**(TRUTH/ACCURACY OF INFORMATION)**

All claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiff was true/accurate.

**FOURTH AFFIRMATIVE DEFENSE**  
**(INDEMNIFICATION)**

Experian is informed and believes and thereon alleges that any purported damages allegedly suffered by Plaintiff are the results of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

**FIFTH AFFIRMATIVE DEFENSE**  
**(FAILURE TO MITIGATE DAMAGES)**

Plaintiff has failed to mitigate her damages.

**SIXTH AFFIRMATIVE DEFENSE**  
**(LACHES)**

The Complaint and each claim for relief therein is barred by laches.

**SEVENTH AFFIRMATIVE DEFENSE**  
**(CONTRIBUTORY/COMPARATIVE FAULT)**

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiff were, at least in part, caused by the actions of Plaintiff herself and resulted from Plaintiffs own negligence which equaled or exceeded any alleged negligence or wrongdoing by Experian.

**EIGHTH AFFIRMATIVE DEFENSE**  
**(ESTOPPEL)**

Any damages which Plaintiff may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and barred from recovery of any damages.

**NINTH AFFIRMATIVE DEFENSE**  
**(STATUTE OF LIMITATIONS)**

Experian is informed and believes and thereon alleges that all claims for relief in the Complaint herein are barred by the applicable statutes of limitation, including but not limited to 15 U.S.C. § 1681p.

**TENTH AFFIRMATIVE DEFENSE**  
**(UNCLEAN HANDS)**

The Complaint, and each claim for relief therein that seeks equitable relief, is barred by the doctrine of unclean hands.

**ELEVENTH AFFIRMATIVE DEFENSE**  
**(INDEPENDENT INTERVENING CAUSE)**

Plaintiff's alleged injuries were not caused by Experian, but by independent intervening causes which had no relation in fact to any conduct of Experian.

**TWELFTH AFFIRMATIVE DEFENSE**  
**(PUNITIVE DAMAGES UNREASONABLE)**

The amount of punitive damages requested does not bear a reasonable relationship to the actual damages.

**THIRTEENTH AFFIRMATIVE DEFENSE**  
**(PREEMPTION)**

All or part of Plaintiff's state law claims for relief listed in the Complaint are inconsistent with and thus preempted by applicable federal law, including but not limited to preemption by the federal Fair Credit Reporting Act, 15 U.S.C. §1681 *et seq.*

**FOURTEENTH AFFIRMATIVE DEFENSE**  
**(RIGHT TO ASSERT ADDITIONAL DEFENSES)**

Experian reserves the right to assert additional affirmative defenses at such time and to such extent as warranted by discovery and the factual developments in this case.

**WHEREFORE**, Defendant Experian Solutions, Inc. prays as follows:

- (1) That Plaintiff take nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;
- (2) For costs of suit and reasonable attorneys' fees herein incurred; and
- (3) For such other and further relief as the Court may deem just and proper.

Dated: December 23, 2009

Respectfully submitted

/s/ Alan D. Schwartzwald  
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*Attorneys for Defendant  
Experian Information Solutions, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 23rd day of December, 2009, I caused a copy of Defendant Experian Information Solutions, Inc.'s Answer and Affirmative Defenses to Complaint to be filed with the Clerk of Court using the CM/ECF system which will send notification of such filing to counsel of record.

Dated: Worcester, MA  
December 23, 2009

Respectfully submitted,

*/s/ Robert S. White*

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